

SERIAL 05205 C TIRES, OFF-HIGHWAY, OFF-SITE ROAD SERVICE (NIGP 06087)

DATE OF LAST REVISION: July 13, 2006

CONTRACT END DATE: June 30, 2009

CONTRACT PERIOD THROUGH JUNE 30, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **TIRES, OFF-HIGHWAY, OFF-SITE ROAD SERVICE (NIGP 06087)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 21, 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/mm
Attach

Copy to: Clerk of the Board
Gidget Vigil, Equipment Services
Kathy Sicard, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR:

**TIRES AND OFF-SITE ROAD SERVICE FOR
OFF-THE ROAD EQUIPMENT (NIGP 06087)**

1.0 INTENT

The intent of this Invitation for Bids (IFB) is to establish a contract for a full product line of Tires and Off-Site Road Service for Off-The-Road Industrial and Agricultural equipment for the Maricopa County Equipment Service Department.

2.0 TECHNICAL REQUIREMENTS:

2.1 TIRES:

2.1.1 EQUIPMENT

This list of equipment is intended to provide prospective bidders a general scope for which this contract is intended, but is not limited to.

- 2.1.1.1 BLADES
- 2.1.1.2 SKIP LOADERS
- 2.1.1.3 BACKHOE LOADER
- 2.1.1.4 GRADERS
- 2.1.1.5 SKID STEER LOADERS
- 2.1.1.6 TRACTORS

2.1.2 TREAD DESIGN:

Tires shall not be of a discontinued tread design and shall not be more than ~~six (6)~~ **twelve (12)** months old from the run-date of the manufacture.

2.1.3 CASING CREDITS:

The bidders shall provide a dollar amount for tire-casing sizes (see Attachment A, Pricing Pages).

2.1.3.1 The contractor shall provide a credit slip listing the quantities and casing sizes.

2.1.3.2 The credit memo must reference the credit slip number and list the price per casing size.

2.1.4 FOAM FILLED:

2.1.4.1 The County may elect to have original pneumatic tires foam filled.

2.1.4.2 The foam fill process must use new foam only.

2.1.4.3 Equipment Services reserves the right to visit the contractor's facility unannounced to observe the foam fill process.

2.1.4.4 The bid price shall be by tire size. Bidders are to indicate if there is a foam fill minimum charge per tire.

2.1.5 TIRE SUBSTITUTE:

The contractor shall obtain approval from the Equipment Service Department for all tire substitutes. List the full name of the employee authorizing the substitution on the invoice. The contractor is responsible for any cost exceed the contract price.

2.1.6 WARRANTY:

The minimum warranty shall be 90 days or manufacturers warranty whichever is greater. Defective tires shall be replaced within 24 hours of notification. The effective date on all warranties shall begin at the time of service and/or mounting by both contractor and County.

2.1.6.1 The contractor is responsible for tire damage done to County equipment in the event there is a defect in tire or improper tire service.

2.1.6.2 The contractor shall provide a warranty program for Equipment Service Department.

2.1.7 TIRE DISPOSAL PROGRAM:

OFF-THE-ROAD TIRE (O.T.R.) PROGRAM COST FOR DISPOSAL OF ALL TIRES NOT COVERED BY ARIZONA REVISED STATUTE 44-1302 SHALL BE INCLUDED IN THE TIRE PRICE. The contractor(s) shall be responsible for pick up and disposal of all unserviceable tire casings, on a one for one basis for all tire sizes sold to the County, following inspection and release by the Equipment Services Department. Scrap/unserviceable tires shall be picked up at the same time as delivery of new tires.

2.1.7.1 **If Equipment Services Department designated employee(s) and the contractor determine the replacement tire are scrap and no casing credit given, then a disposal fee may be applied. All determining factors shall be made prior to tires taken off the County property.**

2.1.7.2 **For evaluation purposes, bidders shall provide a cost per tire disposal fee separate from the tire cost (see item 3.5 of Attachment A, Pricing Pages).**

2.1.8 BLANKET DISCOUNTS:

Material to be purchased against this contract covers a wide variety of replacement tires and supplies. DISCOUNT PERCENTAGE SHALL BE INDICATED ON THE PRICING PAGES (ATTACHMENT A). THIS SAME DISCOUNT SHALL APPLY TO ALL TIRES AND TIRE PARTS, INCLUDING IF THE PRICE ESCALATES OR DE-ESCALATES.

2.1.9 RETURN POLICY:

The bidders shall state their return policy and restocking charges (if applicable). If a restocking charge is applied, the credit memo must reflect the full credit amount of each item returned and the restocking charge (if any) shall be on a separate line. All credit memos must reference original invoice or return ticket slip number. The contractor shall provide credit slip booklets or forms to be used by Equipment Service Department when returning items.

2.2 ROAD ASSISTANCE:

This service shall be available 24 hours, 365 days a year.

The County shall be responsible for all costs to transport the vehicle to the nearest Equipment Services facility or your facility when unable to repair the tire(s) at its location.

2.2.1 SERVICE OR BOOM TRUCKS:

The service or boom truck(s) shall be fully equipped to complete the repair.

2.2.1.1 Service calls and mileage charges shall be a one-time charge (if applicable). If there is a mileage charge define on Attachment A, indicate how many miles from portal to portal before a mileage charge is applied.

2.2.1.2 Equipment Services shall not be responsible for repeated charges due to material, manufacturer's back orders, tire not on service truck or other related factors required to complete the repair / service.

2.2.1.3 Equipment Service reserves the right to dispute / question charges for mileage, labor hours on repairs performed if deemed excessive / unreasonable. If any portion of the service performed is determined to be excessive charges, the contractor shall then provide a credit memo referencing the work order and the equipment number where the credit shall be applied.

2.2.1.4 **All tire(s) replaced during a service call shall be returned to Equipment Services' designated facility.**

2.2.2 LABOR RATES:

Bidder(s) shall provide labor rates for repairs performed by Service or Boom Trucks.

2.2.2.1 Bidders shall provide labor rates, if different, for after-hours, holidays, weekends and emergency service. Prior approval shall be made by Equipment Service's authorized employee and that person's name shall be listed on the invoice in order to authorize payment.

2.2.2.2 The invoices shall be submitted within ~~twenty-four (24)~~ **forty-eight (48)** hours from date of service.

2.2.2.3 All prices shall include valve stems, patches, dismount and mount of tire(s).

2.2.3 JOB ASSIGNMENTS:

Equipment Services designated employee shall dispatch service calls to the contractor. To authorize the service call, an Equipment Services work order and equipment number shall be issued. The contractor shall contact 602-506-4678 on all delays, questions and directions to location.

2.2.4 DELIVERY/RESPONSE TIME:

2.2.4.1 Deliveries of tires shall be within ~~2~~ **four (4)** hours from notification. Exceptions are made when a site is more than ~~2~~ **four (4)** hours in distance (travel time) from contractor's facility. Equipment Services reserves the right to pick up tires at contractor(s) facility.

2.2.4.2 Response time to a road assistance call shall be within 1 hour from notification. All service calls shall be completed within same business day. If the contractor cannot comply with this time frame, the contractor shall notify Equipment Services immediately so other arrangements can be made. The County reserves the right to use the open market when the contractor(s) of record cannot comply with the service and reverse charges when cost exceeds the contract prices.

2.2.5 COMMUNICATIONS:

The contractor shall ensure that their personnel operating the tire truck(s) are equipped with communication resources such as a two-way radio and a cell phone in order to stay in contact with dispatch and Maricopa County Equipment Services.

2.2.6 CERTIFICATIONS:

It is the responsibility of the contractors to meet all safety standards, licenses and certified technicians required to perform service and repairs.

2.2.7 SAFETY STANDARDS /REGULATIONS:

All safety and environmental regulations shall meet.

2.2.7.1 The Code of Federal Regulation (CFR) under Title 49,

2.2.7.2 Inspection, Repair, and Maintenance within Part 396,

2.2.7.3 Parts and Accessories Necessary for Safe Operation within Part 393,

2.2.7.4 Federal Motor Vehicle Safety Standards within Part 571,

2.2.7.5 Occupational Safety and Health Administration (OSHA),

2.2.7.6 CFR 29 Part 1910, publications of the Rubber Manufacturers Association (RMA) on servicing of tires and rims and wheels.

2.2.7.7 Waste Tire Disposal, Arizona Revised Statute A.R.S. § 44-1301 and 44-1307, the latest revision.

2.2.8 ADDITIONAL CHARGES/FEES:

The County shall not be responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, tire disposal fee, etc.), unless Arizona State or Federally mandated.

2.2.8.1 Fuel Surcharges: Escalation/De-Escalation

2.2.8.2 Upon contract execution, a fuel surcharge is permissible any time the Producer Price Index (PPI) for Diesel Fuel rises or falls over seven and one-half percent (7.5%), and remains so for a minimum thirty (30) day period.

2.2.8.3 The formula used in computing any fuel surcharge shall be:

2.2.8.3.1 The fuel Cost Component from Line 1.2 of Attachment A (Pricing Pages), multiplied by the Cost per Service by Site from Attachment A, multiplied by PPI percent (%) of change for the minimum thirty (30) day period.

2.2.8.3.2 (Fuel Cost Component X Site Cost per Service X PPI percent of change = Fuel surcharge per site service invoice).

2.2.8.4 Any fuel surcharges will be entered as a separate line item per invoice.

2.2.8.5 Any escalation/de-escalation shall be approved by Maricopa County prior to implementation.

~~2.2.9 FUEL ESCALATION/DE-ESCALATION:~~

~~2.2.9.1 Upon contract execution, a fuel surcharge is permissible any time the Producer Price Index (PPI) for Diesel Fuel rises or falls over seven and one half percent (7.5%), and remains so for a minimum thirty (30) day period.~~

~~2.2.9.2 The formula used in computing any fuel surcharge shall be:~~

~~2.2.9.2.1 The fuel Cost Component from Line 1.2 of Attachment A (Pricing Pages), multiplied by the Cost per Service by Site from Attachment A, multiplied by PPI percent (%) of change for the minimum thirty (30) day period.~~

~~2.2.9.2.2 (Fuel Cost Component X Site Cost per Service X PPI percent of change = Fuel surcharge per site service invoice).~~

~~2.2.9.3 Any fuel surcharges will be entered as a separate line item per invoice.~~

~~2.2.9.4 Any escalation/de-escalation shall be approved by Maricopa County Materials Management Department prior to implementation.~~

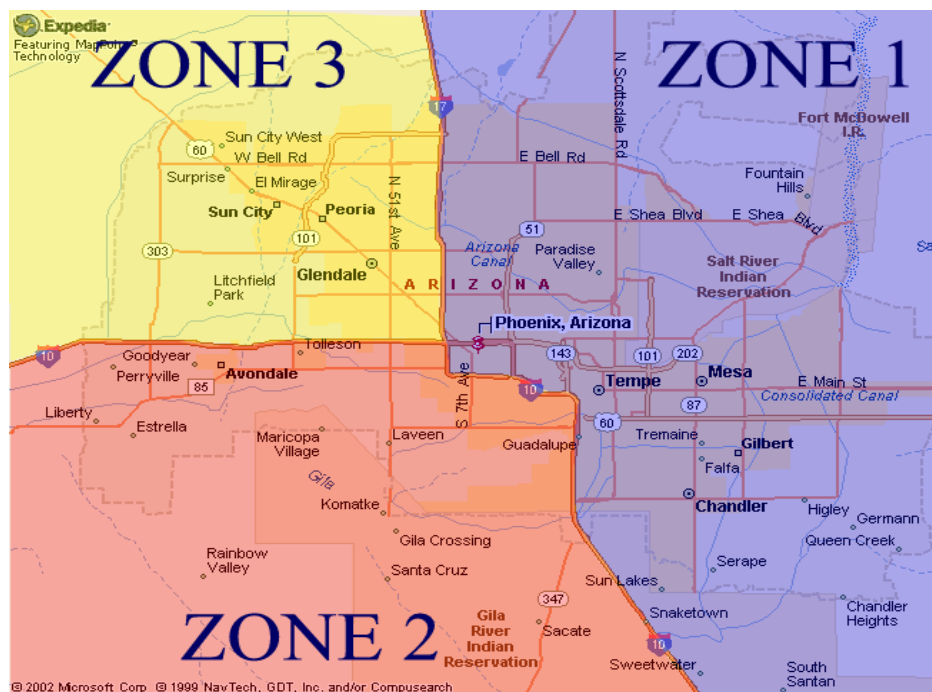
2.2.10 GEOGRAPHIC AREAS:

The County may determine to award in the three (3) geographic zones outlined below.

2.2.10.1 ZONE#1. All of Maricopa County east of Interstate 17. This includes the northbound lanes of Interstate 17. The overlap area of I-17 and I-10 in central Phoenix are covered in this area.

2.2.10.2 ZONE#2. All of Maricopa County west of Interstate 17 and south of Interstate 10. This includes the eastbound lanes of I-10. I-10 in this area starts at the I-17 and I-10 interchange at the stack.

2.2.10.3 ZONE#3. All of Maricopa County west of Interstate 17 and north of Interstate I-10. This includes the southbound lanes of I-17 and the westbound lanes of I-10. I-10 in this area starts at the I-17 and I-10 interchange stack.



BUSINESS REQUIREMENTS:

2.2.11 SETTING UP COUNTY ACCOUNT

It shall be the responsibility of all contractor's to communicate with their parts department, service area, and account's receivable and other areas involved in compliance with this pricing agreement.

2.2.12 INVOICING REQUIREMENTS:

All invoices shall be sent to our billing address listed below. Invoices not disclosing the information below shall be returned to the contractor for the necessary corrections.

Equipment Services
3325 West Durango St.
Phoenix, Arizona 85009

Roadside Assistance Invoices:

- 2.2.12.1 Contract number
- 2.2.12.2 County purchase order number (not required if using credit card)
- 2.2.12.3 County work order and vehicle number
- 2.2.12.4 Arrival and completion time
- 2.2.12.5 Description-complaint, cause, cure
- 2.2.12.6 Tire Product #
- 2.2.12.7 Quantity & description
- 2.2.12.8 Unit price
- 2.2.12.9 Extended price
- ~~2.2.12.10 Warranty on tire~~ **Disposal Fee**
- 2.2.12.11 Labor rate w/total hours
- 2.2.12.12 Mileage-miles and rate (if applicable)
- 2.2.12.13 Sales tax and tax rate (on parts only)
- 2.2.12.14 Total cost

Tire invoices:

- 2.2.12.15 Contract number
- 2.2.12.16 County purchase order number (not required if using credit card)
- 2.2.12.17 County work order
- 2.2.12.18 Tire product #
- 2.2.12.19 Quantity & description
- 2.2.12.20 Unit price
- 2.2.12.21 Extended price
- ~~2.2.12.22 Warranty on tire~~
- 2.2.12.23 Sales tax and tax rate
- 2.2.12.24 Total cost

2.2.13 ACCOUNTS PAYABLE CONTACT:

For all inquiries on payments processing, contact Accounts Payable at 602-506-4668 or 602-506-4674. We encourage electronic statements. **At no time shall the payments be applied to our monthly statement total. All payments must be applied per invoice. All invoices and credits must be listed on the statement.**

2.2.14 DOCUMENTATION OF CONTINUED NON-PERFORMANCE:

All contractors under the terms and conditions of this contract must comply with the requirements specified herein. If the contractor(s) cannot comply with the requirements and is continuously declining service due to over load / back log, out of stock on tires or any other reason, Equipment Services shall use the open market.

2.2.14.1 The first occurrence of non-performance is defined as: an Equipment Service Department designated employee shall contact the contractor to discuss the complaint(s) in detail. If there is a reoccurrence of non-performance after communicating verbally / informally and we are deferred to the next contractor or open market, the contractor of record shall be responsible for all costs that exceed the contract rate. Equipment Services shall send the contractor a "letter to improve performance" via fax or email. The letter shall detail the conditions of non-performance. Performance improvement shall be within thirty (30) days from the date of the letter to improve performance.

2.2.14.2 The second occurrence of non-performance, defined as the contractor not complying with the thirty- (30) day "letter to improve performance":. The Materials Management Department shall take over corrective action. The contractor shall receive a written notice to attend a formal meeting with Equipment Services Department designated personnel and Materials Management. The purpose of the meeting will be to discuss how the contractor will improve performance.

2.2.14.3 The third occurrence of non-performance is defined as a thirty (30) day written "Letter of Cure" notice issued by the Materials Management Department. The contractor shall rectify the repeated issues of non-performance. Failure to cure the matter within the allotted time period designated in the "Letter of Cure" or any reoccurrence of non-performance after issuance of the "Letter of Cure" may result in contract termination for non-performance.

2.2.15 USAGE REPORT:

Contractor shall provide quarterly reports on all tire usage. The reports shall list parts numbers, descriptions, unit cost, total dollars, date of purchase and the quarterly date of the report.

2.2.16 FACILITY INSPECTION:

The County reserves the right to visit the contractor's facility at any time during the evaluation period and thereafter the contract has been awarded. The contractor shall have the necessary equipment and personnel in order to ensure full compliance with the terms of this contract at all times.

2.2.17 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.0 SPECIAL TERMS & CONDITIONS:

3.1. CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2. OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3. ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract ~~expiration or~~ Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications

3.4.2 Price

3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.6 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid)

3.7 INDEMNIFICATION AND INSURANCE:

3.7.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.7.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.7.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.7.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.7.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.7.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.7.4 Certificates of Insurance.

3.7.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.7.4.2 In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.7.4.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.8 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

GIDGET BELTRAN, SENIOR PROCUREMENT SPECIALIST, 602-506-4674
(gidget.beltran@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.10 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON MARCH 09, 2006 AT 10:00 A.M. AT THE EQUIPMENT SERVICES CONFERENCE ROOM, 2ND FLOOR, 3325 W. DURANGO ST., PHOENIX, AZ 85009.

3.11 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled) and one (1) copy of pricing. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.13 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

3.13.1 One (1) original and one (1) copy of all submissions is MANDATORY

3.13.2 Pricing pages, MANDATORY (Attachment A)

3.13.3 Agreement page, MANDATORY (Attachment B)

3.13.4 References, MANDATORY (Attachment C)

3.13.5 Copies of Catalogs/Pricing Documents (if required)

GCR TIRE CENTER, 2815 N 32ND AVE, PHOENIX, AZ 85009

PRICING SHEET C261005/B0700185 NIGP 06087

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒X YES NO ☐

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?
☐YES ☒X NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐YES ☒X NO

INDICATE ANY M/WBE PARTICIPATION PERCENTAGE HERE: 5%

1.0 PRICING:

~~1ST CALL~~

1.1 TIRES										
ITEM	EQUIPMENT	TIRE SIZE	EST. QTY	MFR	RADIAL	BIAS	DISPOSAL SCRAP TIRE FEE	FOAM FILLED PRICE PER TIRE	CASING CREDIT	DISPOSAL SCRAP TIRE FEE / With Foam
1.1.1	GRADER 140H/165HP	1400R24TG	20	BRDG / FRST	\$ 760.00	\$ 370.00	\$ 35.00	\$ 730.31	0	\$ 53.26
1.1.2	120H/125HP	17.5R25	50	BRDG / FRST	\$ 980.00	\$ 485.00	\$ 35.00	\$ 940.50	0	\$ 58.51
1.1.3	"	26.5R25	10	BRDG / FRST	\$ 3,245.00	\$ 2,072.00	\$ 60.00	\$ 2,593.50	0	\$ 124.84
1.1.4	"	23.5R25	10	BRDG / FRST	\$ 2,250.00	\$ 1,155.00	\$ 60.00	\$ 1,851.31	0	\$ 106.28
1.1.5	SCRAPER	29.5X35	10	BRDG / FRST	\$ 5,529.00	\$ 3,829.00	\$ 150.00	\$ 3,916.38	0	\$ 247.91
1.1.6	BACKHOE LOADER	11L-15	6	FRST	\$	\$ 75.00	\$ 35.00	\$ 195.94	0	\$ 39.90
1.1.7	"	11L-16	6	FRST	\$	\$ 85.00	\$ 35.00	\$ 209.00	0	\$ 40.23
1.1.8	"	21LX28 REAR	6	FRST	\$	\$ 570.00	\$ 35.00	\$ 1,306.00	0	\$ 67.65
1.1.9	"	12.5X20	6	FRST	\$	\$ 325.00	\$ 35.00	\$ 458.38	0	\$ 46.46
1.1.10	SKIP LOADER	12X16 FRONT	10		\$	\$	\$ 35.00	\$	0	\$ -
1.1.11	"	12.5X80X18	10	FRST	\$	\$ 175.00	\$ 35.00	\$ 295.69	0	\$ 42.39
1.1.12	"	12X16.5	10	FRST	\$	\$ 95.00	\$ 35.00	\$ 235.13	0	\$ 40.88
1.1.13	"	12.0X12.5X18	6	FRST	\$	\$ 299.00	\$ 35.00	\$ 295.69	0	\$ 42.39
1.1.14	TRACTOR	18.4X26	6	BRDG / FRST	\$ 701.00	\$ 420.00	\$ 35.00	\$ 1,117.44	0	\$ 62.94
1.1.15	"	13.6X24	6	BRDG / FRST	\$ 405.00	\$ 275.00	\$ 35.00	\$ 530.81	0	\$ 48.27
1.1.16	"	27X8.50-15	6	FRST	\$	\$ 58.00	\$ 35.00	\$ 100.94	0	\$ 37.52

NOTE: ABOVE PRICING IS FOR ANALYSIS, BUT SHALL REMAIN CONSTANT FOR A MINIMUM OF 30 DAYS AND SHALL BE BASED ON CURRENT PRICING LESS DISCOUNT TO BE INDICATED IN ITEM 2.8 BELOW

GCR TIRE CENTER, 2815 N 32ND AVE, PHOENIX, AZ 85009

MANUFACTURER	PRICE LIST DATE	RADIAL	BIAS	PRICE COLUMN TO BE USED	DISCOUNTS OFFERED		
					*	*	*
2.1 MICHELIN					%	%	%
2.2 GOODYEAR					%	%	%
2.3 BRIDGESTONE	1/1/2006	See Below	See Below		%	%	%
2.4 YOKOHOMA			-		%	%	%
2.5 TURF TITAN			-		%	%	%
2.6 OTHER MANUFACTURER:			-		%	%	%
FRST	1/1/2006	See Below	See Below		%	%	%
			-		%	%	%

2.8 NOTE: INDICATE PERCENT DISCOUNT APPLIED TO ALL TIRES: __.01_____% THIS DISCOUNT RATE SHALL ALSO APPLY TO ALL TIRE COMPONENTS.

* INDICATE TIRE TO WHICH DISCOUNTS APPLIES

3.0 SERVICE RATES (SHALL NOT EXCEED TIME FROM VENDOR FACILITY TO JOB-SITE - ONE WAY):

GCR TIRE CENTER, 2815 N 32ND AVE, PHOENIX, AZ 85009

- 3.1 INDICATE FUEL COST COMPONENT OF BELOW PRICES OF 3.1.1 AND 3.1.2
- 3.1.1 Normal labor rate per hour (normal County hours are 5:00 A.M. - 6:00 P.M.)
- Service Trucks: \$ 55.00 /hr.
Boom Trucks: \$ 75.00 /hr.
- 3.1.2 Labor rate for after hours, weekends, holidays and emergency:
- Service Trucks: \$ 90.00 /hr.
Boom Trucks: \$ 120.00 /hr.
- 3.2 Service call rate (if applicable): \$ N/A /hr.
- 3.3 Mileage (if applicable) define minimum miles portal to portal before charge is applied: \$ N/A /per mile
(Mileage shall not exceed distance from contractor's facility to location of service call - one way)
- 4.0 Minimum foam fill charge per tire: \$ 30.00
- 5.0 Warranty program: Brochures Included
- 6.0 Return policy: 6 months or less / cost X .85
- 7.0 Business hours (confirm 24 hours 365 days a year): Affirmative
- 8.0 Dispatch number: 1-602-272-9308
- 9.0 Person to contact when questions / problem arise: Rockie Jeffress / 1-602-725-3794
Robert Schulte / 1-602-272-9308
Earl Buckingham / 1-602-272-9308

GCR TIRE CENTER, 2815 N 32ND AVE, PHOENIX, AZ 85009

10.0 Additional Vendor Locations:

GCR Tire Centers 2815 N. 32nd Ave. PHX AZ 85009	(1-602-272-9308)
Address Of Vendor Participating Location	Telephone Number

Additional Discounts:

FIRESTONE -

30% - All Farm Tires

0% - All off road tires

BRIDGESTONE -

0% - All off road tires

Terms: Net 10

Vendor Number: W000003194 X

Telephone Number: 602-272-9308

Fax Number: 602-269-6372

Contact Person: Gina Rand

E-mail Address: ginarand@gcrtires.com

Company Web Site: www.gcrtires.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2009.**

PURCELL TIRE COMPANY, 1700 N 23RD AVE, PHOENIX, AZ 85009**PRICING SHEET C261005/B0700185 NIGP 06087**WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒X YES NO ☐IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?
☐YES ☒X NOOTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒X YES ☐NO**1.0 PRICING:**~~2nd Call~~1.1
TIRES

ITEM	EQUIPMENT	TIRE SIZE	ESTIMATED QUANTITY	MANUFACTURER	RADIAL	BIAS	DISPOSAL SCRAP TIRE FEE	FOAM FILLED PRICE PER TIRE	Radial CASING CREDIT
1.1.1	GRADER 140H/165HP	1400R24TG	20	General / Goodyear	\$792.22	\$402.30	No Charge	\$765.00	\$75.00
1.1.2	120H/125HP	17.5R25	50	Michelin/ Goodyear	\$1,029.00	\$600.50	No Charge	\$942.50	\$80.00
1.1.3	"	26.5R25	10	Continental / General	\$3,618.63	\$2,150.53	No Charge	\$2,497.50	\$350.00
1.1.4	"	23.5R25	10	Continental / General	\$2,491.25	\$1,548.82	No Charge	\$1,850.00	\$245.00
1.1.5	SCRAPER	29.5X35	10	General		\$3,306.40	No Charge	\$3,955.00	\$125.00
1.1.6	BACKHOE LOADER	11L-15	6	Goodyear / Titan		\$125.99	No Charge	\$187.50	n/a
1.1.7	"	11L-16	6	Goodyear / Titan		\$115.22	No Charge	\$212.50	n/a
1.1.8	"	21LX28 REAR	6	Goodyear / Titan		\$952.56	No Charge	\$1,247.50	n/a
1.1.9	"	12.5X20	6	Goodyear / Titan		\$293.75	No Charge	\$462.50	n/a
1.1.10	SKIP LOADER	12X16 FRONT	10	Goodyear / Titan		\$166.66	No Charge	\$227.50	n/a
1.1.11	"	12.5X80X18	10	Goodyear / Titan		\$279.45	No Charge	\$350.00	n/a
1.1.12	"	12X16.5	10	Goodyear / Titan		\$166.66	No Charge	\$227.50	n/a
1.1.13	"	12.0X12.5X18	6	Goodyear / Titan		\$279.45	No Charge	\$350.00	n/a
1.1.14	TRACTOR	18.4X26	6	Goodyear / Titan		\$573.19	No Charge	\$1,172.50	n/a
1.1.15	"	13.6X24	6	Goodyear / Titan		\$355.61	No Charge	\$613.75	n/a
1.1.16	"	27X8.50-15	6	Goodyear / Titan		\$109.76	No Charge	\$106.25	n/a

NOTE: ABOVE PRICING IS FOR ANALYSIS, BUT SHALL REMAIN CONSTANT FOR A MINIMUM OF 30 DAYS AND SHALL BE BASED ON CURRENT PRICING LESS DISCOUNT TO BE INDICATED IN ITEM 2.8 BELOW

PURCELL TIRE COMPANY, 1700 N 23RD AVE, PHOENIX, AZ 85009

2.0 Discount Pricing

MANUFACTURER	PRICE LIST DATE	RADIAL	BIAS	PRICE COLUMN TO BE USED	DISCOUNTS OFFERED		
					*	*	*
2.1 MICHELIN					%	%	%
2.2 GOODYEAR	3/1/2006	XX	XX	Far Right	%	%	%
2.3 BRIDGESTONE					%	%	%
2.4 YOKOHOMA			-		%	%	%
2.5 TURF TITAN	3/1/2006		<u>XX</u>	Far Right	%	%	%
2.6 OTHER MANUFACTURER:			-		%	%	%
General / Continental	3/1/2006	XX	<u>XX</u>	Far Right	%	%	%
			-		%	%	%

2.8 NOTE: INDICATE PERCENT DISCOUNT APPLIED TO ALL TIRES: _____% THIS DISCOUNT RATE SHALL ALSO APPLY TO ALL TIRE COMPONENTS.

* INDICATE TIRE TO WHICH DISCOUNTS APPLIES

3.0 SERVICE RATES (SHALL NOT EXCEED TIME FROM VENDOR FACILITY TO JOB-SITE - ONE WAY):

3.1 INDICATE FUEL COST COMPONENT OF BELOW PRICES OF 3.1.1 AND 3.1.2

3.1.1 Normal labor rate per hour (normal County hours are 5:00 A.M. - 6:00 P.M.)

Service Trucks: \$ 55.00/hr.

Boom Trucks: \$ 70.00/hr.

PURCELL TIRE COMPANY, 1700 N 23RD AVE, PHOENIX, AZ 85009

3.1.2 Labor rate for after hours, weekends, holidays and emergency:

Service Trucks: \$ 65.00/hr.
Boom Trucks: \$ 85.00/hr.

3.2 Service call rate (if applicable): \$ NA /hr.

3.3 Mileage (if applicable) define minimum miles portal to portal before charge is applied: \$ NA /per mile
(Mileage shall not exceed distance from contractor's facility to location of service call - one way)

4.0 Minimum foam fill charge per tire: \$25.00

5.0 Warranty program: Manufactures Warranty

6.0 Return policy: No charge if tire(s) is (are) returned within 90 days of purchase if returned in new condition. 10% restocking fee thereafter.

7.0 Business hours (confirm 24 hours 365 days a year): 24 hours a day 365 days a year

8.0 Dispatch number: 602-252-3500

9.0 Person to contact when questions / problem arise: Phill Lucero 602-695-0424
Steve Beck 602-695-0408
Jeanette Hume 602-695-0411

10.0 Additional Vendor Locations:

1507 S Country Club Mesa AZ 85210 NOTE: This location is a Truck Tire Center Who Will Be Participating In the Maricopa County Program 480-834-9338

ADDRESS OF VENDOR PARTICIPATING LOCATION

TELEPHONE NUMBER

See Website for additional locations in the Phoenix Metro area

www.purcelltire.com

1-888-purcell

ADDRESS OF VENDOR PARTICIPATING LOCATION

TELEPHONE NUMBER

PURCELL TIRE COMPANY, 1700 N 23RD AVE, PHOENIX, AZ 85009

Terms:	Net 60
Vendor Number:	W000001798 X
Telephone Number:	602-252-5757
Fax Number:	602-252-2316
Contact Person:	Tom Moyer
E-mail Address:	tmoyer@purcelltire.com
Company Web Site:	www.purcelltire.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2009.